

# WEST VIRGINIA JURISDICTIONAL ADDENDUM

This Addendum is made on \_\_\_\_\_ to a Sales Contract ("Contract") dated \_\_\_\_\_ between \_\_\_\_\_ ("Purchaser") and \_\_\_\_\_ ("Seller") for the purchase and sale of the Property: \_\_\_\_\_.

**1. DELIVERY.** Delivery ("Delivery", "delivery" or "delivered") methods may include hand-carried, sent by professional courier service, by United States mail, by facsimile or by e-mail transmission.

A) Delivery is deemed to have occurred,

1. on the day delivered by hand, **OR**
2. on the day delivered by a professional courier service, **OR**
3. on the day delivered by United States mail, return receipt requested, **OR**
4. on the day acknowledged in writing by the recipient if any other method is used.

B) Deliveries will be sent to the following:

1. Addressed to the Seller at: \_\_\_\_\_ . **OR**

\_\_\_\_\_ [check if applies] transmitted by facsimile to the Seller at (\_\_\_\_\_) \_\_\_\_\_ . **OR**  
\_\_\_\_\_ [check if applies] transmitted by e-mail to the Seller at \_\_\_\_\_ .

2. Addressed to the Purchaser at: \_\_\_\_\_ . **OR**

\_\_\_\_\_ [check if applies] transmitted by facsimile to the Purchaser at (\_\_\_\_\_) \_\_\_\_\_ . **OR**  
\_\_\_\_\_ [check if applies] transmitted by e-mail to the Purchaser at \_\_\_\_\_ .

Copies of any addenda, amendment and notices required by the Contract will also be provided to the Brokers at the following fax/mailling address/e-mail address:

Listing Company: \_\_\_\_\_  
\_\_\_\_\_

Selling Company: \_\_\_\_\_  
\_\_\_\_\_

Any Delivery to the Broker representing either principal **shall**  **shall not**  constitute delivery.

No party to this Contract will refuse Delivery in order to delay or extend any deadline established in the Contract.

**2. NOTICES.** Notice ("Notice", "notice" or "notify") means unilateral communication from one party to another. All Notices required under this Contract will be in writing and will be effective as of Delivery. For the purposes of computing time periods, the first day will be the day following Delivery and the time period will end at 9 p.m. on the Day specified. Written acknowledgement of receipt of notice is a courtesy but is not a requirement.

Please Initial: Seller(s) \_\_\_\_\_ / \_\_\_\_\_ Purchaser(s) \_\_\_\_\_ / \_\_\_\_\_

3. **DEPOSIT.** The Deposit shall be placed in a Trust Fund account of the  Listing Broker  Selling Broker after the Contract Acceptance to conform with the laws and regulations of the appropriate jurisdiction and/or, if VA financing applies, as required by Title 38 of the U.S. Code. This account is non-interest bearing and all parties waive any claim to interest resulting from the Deposit. The deposit shall be held in a Trust Fund account until [i.] Credited toward the Sales Price at settlement [ii.] All parties have agreed in writing as to its disposition; [iii.] A court of competent jurisdiction orders disbursement and all appeal periods have expired; or [iv.] Disposed of in any other manner authorized by the laws and regulations of the appropriate jurisdiction.

4. **APPRAISAL CONTINGENCY FOR CONVENTIONAL FINANCING (ONLY).** This Contract IS CONTINGENT upon an Appraisal pursuant to this paragraph. Purchaser shall have until 9:00 p.m. \_\_\_\_\_ Days (minimum of 14 days recommended) following the Date of Ratification to obtain an Appraisal (“Appraisal Deadline”). **Purchaser shall provide Notice to Seller by the Appraisal Deadline, as follows:**

**A:** The Appraisal is equal to or greater than the Sales Price. This contingency has been satisfied and removed. The parties shall proceed to Settlement; **OR**

**B:** The Appraisal is not equal to or greater than the Sales Price and the Purchaser elects not to proceed with consummation of this Contract, unless the Seller elects to lower the Sales Price to the appraised value. It will be the Seller’s option to lower the Sales Price to the appraised value and the parties shall proceed to Settlement at the lower Sales Price. If the Seller does not make this election, the parties may agree to mutually acceptable terms. Each election must be made by Notice within 3 Days after Notice from the other party. The parties will immediately sign any appropriate amendments. If the parties fail to agree, this contract will become void. **OR**

**C:** The Purchaser elects to proceed with consummation of this Contract without regard to the Appraisal. The parties shall proceed to Settlement.

If Purchaser fails to give Seller Notice by the Appraisal Deadline, this contingency will continue, unless Seller at Seller’s option gives Notice to Purchaser that this Contract will become void. If the Seller delivers such Notice, this Contract will become void at 9 p.m. on the third day following delivery of the Seller’s Notice, unless prior to such date and time the Purchaser delivers the required Notice.

**In the event that this property does not meet final lender underwriting appraisal criteria, this contract will become null and void and the earnest money deposit shall be returned to the purchaser.**

5. **PRIVATE WELL AND/OR PRIVATE SEWAGE SYSTEM.**

**A. Well.** If the property is on private well, the  Purchaser, at Purchaser’s expense **OR**  Seller, at Seller’s expense, will furnish the Purchaser on or before Settlement with certified test results dated not more than \_\_\_\_\_ days prior to Settlement from the appropriate local government authority and/or private company licensed to perform such tests.

**B. Sewage.** If the property is on private Septic or Private Alternate Septic Sewage Disposal System as indicated in Contract paragraph 8 (Utilities) then the  Purchaser, at Purchaser’s expense **OR**  Seller, at Seller’s expense, will furnish the Purchaser on or before Settlement with certified test results dated not more than \_\_\_\_\_ days prior to Settlement from the appropriate local government authority and/or private Company. Septic to be pumped  yes  no; at  seller’s  purchaser’s expense.

**C. Remediation.** If either system is found defective or substandard, the Seller will take appropriate remedial action at the Seller’s expense. Should Seller choose not to take appropriate remedial action, Purchaser has the option to declare said Sales Contract null and void.

Please Initial: Seller(s) \_\_\_\_\_ / \_\_\_\_\_ Purchaser(s) \_\_\_\_\_ / \_\_\_\_\_

**6. PRIVACY ACT**

Seller and Purchaser authorize their respective attorneys and the settlement agent to furnish to Listing Broker and Selling Broker copies of the final HUD-1 settlement statement for the transaction.

**7. WEST VIRGINIA WITHHOLDING FOR SALES OF REAL PROPERTY BY NONRESIDENTS**

In connection with the sale of a nonresident’s property, West Virginia Code 11-21-71b requires the settlement attorney to withhold funds from net proceeds. A nonresident income tax return may be required in order to report the sale and determine the total tax due or to be refunded.

It is recommended sellers contact their accountant and/or attorney to determine the tax implications and filing procedures. The West Virginia State Tax Department can be contacted at 304-558-3333 for further information. A copy of the code may be obtained at the following website:  
<http://www.state.wv.ustaxrev/taxdoc/tsd389.pdf>

**8. ADDITIONAL FEES.**

Grantors Transfer Tax shall be paid by the Seller.

**9. ARBITRATION.**

Nothing in this Contract shall preclude arbitration under the Code of Ethics and Standards of Practice of the National Association of REALTORS®.

**10. TIME IS  OR IS NOT  OF THE ESSENCE AS TO ALL TERMS OF THIS CONTRACT.**

**11. EXPIRATION OF OFFER.**

Seller must respond to this offer on or before \_\_\_\_/\_\_\_\_/20\_\_\_\_, or this offer is considered void and the Purchaser’s deposit will be returned.

**12. West Virginia ‘Notice of Agency Relationship’ is made a part of this contract.**

**SELLER:**

**PURCHASER:**

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_(SEAL)  
Date      Signature

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_(SEAL)  
Date      Signature

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_(SEAL)  
Date      Signature

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_(SEAL)  
Date      Signature

